

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

HARVEST NATURAL RESOURCES, INC., and HNR ENERGIA B.V.

Plaintiffs

V.

JUAN JOSÉ GARCIA MENDOZA,
PETRO CONSULTORES, S.C., PETRO
CONSULTORES INTERNATIONAL
TRADING COMPANY, INC.,
PETROCONSULTORES (BARBADOS),
LTD., PETROCONSULTORES, INC.,
AZURE 904, LLC, RAFAEL DARIO
RAMIREZ CARRENO, EULOGIO
ANTONIO DEL PINO DIAZ, and JOSE
ANGEL GONZALEZ ACOSTA.

CIVIL ACTION: 4:18-cv-00483

Defendants.

AFFIDAVIT OF KEITH L. HEAD

BEFORE ME, the undersigned authority, on this day personally appeared KEITH L. HEAD, who is personally known to me and being first duly sworn by me, testified upon oath as follows:

1. "My name is Keith L. Head. I am over the age of 18, of sound mind, and competent and legally capable of making this affidavit. The facts stated herein are true and correct and of my own personal knowledge. I am the former Vice President and General Counsel of Plaintiff Harvest Natural Resources, Inc. ("Harvest"). Harvest formally dissolved on May 4, 2017; however, as required by Delaware law, Harvest continues to exist for a period of at least three years (until May 2020) for the purposes of prosecuting lawsuits, liquidating, and closing its business. *See* Del. Code Title 8 § 278. Plaintiff HNR Energia B.V. is a wholly-owned subsidiary of Harvest.
 2. On June 21, 2012, Harvest announced that HNR Energia B.V. had signed a Share Purchase Agreement with PT Pertamina (Persero), a state-owned limited liability company existing under the laws of the Republic of Indonesia, to sell all of its Venezuelan assets (hereafter the "Pertamina Deal"). A true and correct copy of the press release announcing the Pertamina Deal is attached as Exhibit A-1. Pursuant to the Pertamina Deal, HNR Energia B.V. agreed to sell its 80 percent (80%) interest in Harvest-Vinccler Dutch Holding B.V. to PT Pertamina for a cash purchase price of \$725 million. Harvest-Vinccler Dutch Holding B.V., in turn, owned assets in Petrodelta, S.A., an exploration and production company organized under Venezuelan law. The Pertamina

Deal was subject to approval by Venezuela's Ministerio del Poder Popular y Minería and the Government of the Republic of Indonesia. A true and correct copy of Harvest's Form 8-K filed with the Securities and Exchange Commission and reflecting the details of the Pertamina Deal is attached as Exhibit A-2.

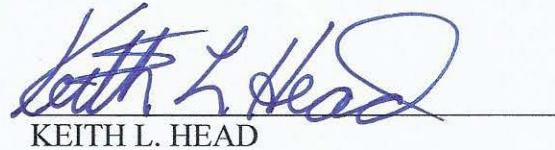
3. Following the announcement of the Pertamina Deal, Defendant Rafael Dario Ramirez Carreno ("Ramirez") and other co-conspirators directed an associate to solicit a \$10 million bribe from Harvest, which Harvest refused to pay. As a result of Harvest's refusal to pay the bribe demand, the Venezuelan government withheld approval, causing the Pertamina Deal to fall through on February 20, 2013.
4. On December 16, 2013, Harvest announced that it had entered into a Share Purchase Agreement with Petroandina Resources Corporation N.V., a Netherlands limited liability company and its parent company, Pluspetrol Resources Corporation B.V. (hereafter the "Petroandina Deal"). A true and correct copy of the press release announcing the Petroandina Deal is attached as Exhibit A-3. Although the Petroandina Deal concerned the sale of the same 80% interest detailed in paragraph 2, *supra*, the Petroandina Deal called for a total cash purchase price of \$400 million in two transactions of 29 percent (29%) and 51 percent (51%) respectively. The first transaction in the amount of \$125 million for HNR Energia B.V.'s 29% interest was closed upon execution of the Share Purchase Agreement. The second transaction in the amount of \$275 million for the remaining 51% required approval by Venezuela's Ministerio del Poder Popular y Minería. A true and correct copy of Harvest's Form 8-K filed with the Securities and Exchange Commission and reflecting the details of the Petroandina Deal is attached as Exhibit A-4.
5. Following the announcement of the Petroandina Deal, Ramirez and other co-conspirators directed the same associate to solicit another \$10 million bribe from Harvest, which Harvest again refused to pay. As a result of Harvest's refusal to pay the bribe demand, the Venezuelan government again withheld approval, causing the second transaction of the Petroandina Deal to fall through on January 1, 2015.
6. On June 29, 2016, Harvest entered into a Share Purchase Agreement with CT Energy Holding SRL, a Barbados Society with Restricted Liability, to sell the remaining 51% interest from the failed second transaction of the Petroandina Deal (hereafter the "CT Energy Deal"). A true and correct copy of the press release announcing the CT Energy Deal and detailing its terms is attached as Exhibit A-5. The CT Energy Deal was completed on October 7, 2016 for a total of \$127,960,447.34, divided as follows:

Asset	Value
Cash	\$80,000,000.00
8,667,597 shares of Harvest common stock	\$4,247,000.00
Promissory note	\$12,000,000.00
Debt cancellation	\$30,000,000.00
Warrants to purchase 34,070,820 shares of Harvest common stock	\$1,713,447.34
TOTAL	\$127,960,447.34

A true and correct copy of the press release announcing the closing of CT Energy Deal is attached as Exhibit A-6.

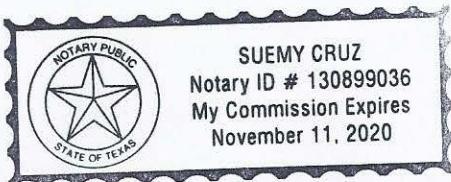
7. The \$127,960,447.34 loss can also be calculated by looking to a settlement agreement and concordant purchase and sale agreement reached between Harvest, Petroandina, and CT Energy, under which Petroandina sold the 29% interest, which it had previously acquired as detailed in paragraph 4, *supra*, to CT Energy for \$72,761,823.00. Pursuant to the settlement agreement, the parties valued the 29% interest at \$72,761,823.00. Accordingly, the remaining 51% interest was valued at \$127,960.447.34.¹
8. Taken together, Harvest received a total of \$252,960,447.34 for the sale of its Venezuelan assets: \$125,000,000 for the first Petroandina transaction and \$127,960,447.34 for the CT Energy Deal. This represented a loss of \$472,039,552.66 from the initial all-cash purchase price of \$725 million offered by PT Pertamina.”

FURTHER AFFIANT SAYETH NOT.

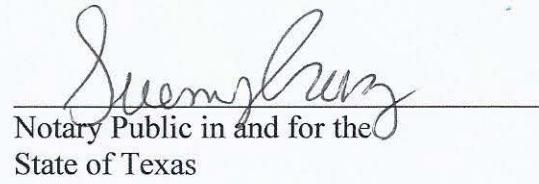


KEITH L. HEAD

GIVEN UNDER MY HAND AND SEAL OF OFFICE and SWORN AND SUBSCRIBED BEFORE ME on this the 30 day of November, 2018.



Printed name and commission expiration date (or seal stating the same information)



Suemy Cruz
Notary Public in and for the
State of Texas

¹ \$72,761,823.00 equals 0.29 multiplied by x , with x being the value of 100% of HNR Energia, B.V.’s assets. That means x equals \$72,761,823.00 divided by 0.29, which is \$250,902,837.93. \$250,902,837.93 multiplied by 0.51 yields the value of 51% of HNR Energia B.V.’s assets, which is \$127,960.447.34.